

IX. CIVIL PENALTY

24. Within thirty (30) calendar days of the Date of Entry of this Consent Decree, the Company shall pay to the United States a civil penalty of \$1.9 million dollars (\$1,900,000.00) for violations as alleged in the United States' Complaint.

25. Payments under this Consent Decree shall be made by Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of Justice lockbox bank. Payment shall be made in accordance with instructions provided by the Plaintiff to the Company upon execution of the Consent Decree. Any EFTs received at the U.S. D.O.J. lockbox bank after 11:00 a.m. (Eastern Time) will be credited on the next business day. On the day that the transfer is made, the Company shall send evidence of the transfer along with correspondence referencing this Consent Decree to the United States as provided in Paragraph 75 (Form of Notice) and to:

James G. Sheehan
Chief
Civil Division
United States Attorney for the Eastern District of Pennsylvania
United States Attorney's Office
615 Chestnut Street, Suite 1250
Philadelphia, PA 19106

26. The Company agrees that no amount of the civil penalty to be paid by the Company is tax deductible and can be used to reduce its federal, state or local tax obligations.

27. Upon entry of this Decree, this Decree shall constitute an enforceable judgment for purposes of post-judgment collection in accordance with Rule 69 of the Federal Rules of Civil Procedure, the Federal Debt Collection Procedure Act, 28 U.S.C. §§ 3001-3308, and other applicable federal authority. The United States shall be deemed a judgment creditor for purposes of collection of any unpaid amounts of the civil and stipulated penalties and interest.

X. STIPULATED PENALTIES

28. A. The Company shall pay stipulated civil penalties for each day it fails to meet any of the requirements set forth in Paragraphs 14 through 18 above. The stipulated civil penalties for failure to meet each requirement shall be as follows:

<u>Period of Noncompliance</u>	<u>Penalty per Day per Violation</u>
1st through 30th day after deadline	\$750
31st through 60th day after deadline	\$2000
Beyond 60th day	\$3000

B. The Company agrees to pay a stipulated civil penalty of \$500 per day for each day it fails to submit any of the reports or notices required by the Consent Decree.

C. The Company agrees to pay a stipulated civil penalty of \$27,500 per day plus interest on the amount overdue at the rate specified in 31 U.S.C. § 3717 for each day it fails to make the payment required by Paragraph 24 pertaining to the payment of a civil penalty.

D. In the event that there is a discharge of co-mingled stormwater and process wastewater from the Houston Facility through outfall 002, the Company agrees to pay a stipulated penalty according to the following schedule:

- i. Discharge of commingled stormwater and process wastewater from outfall 002 that exceeds the effluent limits set for outfall 002 in TPDES Permit No. 00445, \$16,250 per day per event.
- ii. Discharge of commingled stormwater and process wastewater from outfall 002 that meets all the effluent limits set for outfall 002 in TPDES Permit No. 00445, \$7,500 per day per event.

29. Stipulated penalties shall automatically begin to accrue on the first day the Company fails to meet the requirements in Paragraphs 14 through 17 (pertaining to injunctive relief), Paragraph 18 (pertaining to the Environmentally Beneficial Projects), Paragraph 23 (pertaining to the submission of reports or notices), and Paragraphs 24 and 25 (pertaining to the payment of the civil penalty). Payment of stipulated penalties as set forth above shall be in addition to any other rights or remedies which may be available to the United States by reason of the Company's failure to comply with requirements of the Consent Decree, and all applicable Federal, state, local laws, or regulations.

30. Stipulated penalties shall be paid within thirty (30) days of the date of any written notice of non-compliance with any of the requirements in Paragraphs 14 through 17 (pertaining to injunctive relief), Paragraph 18 (pertaining to the Environmentally Beneficial Projects),

Paragraph 23 (pertaining to the submission of reports or notices), and Paragraphs 24 and 25 (pertaining to the payment of the civil penalty). Stipulated penalties shall be paid by submitting a cashier's or certified check payable to the "Treasurer, the United States of America", and tendered to the United States Attorney for the Eastern District of Pennsylvania. Copies of the registered or certified check and the transmittal letter (summarizing the nature of the non-compliance for which the penalty is paid) shall be sent simultaneously to:

Chief
Environmental Enforcement Section,
United States Department of Justice
Post Office Box 7611
Washington, D.C. 20044

Director
United States Environmental Protection Agency
Multimedia Enforcement Division (2248-A)
U.S. EPA
1200 Pennsylvania Ave. N.W.
Washington, D.C. 20460

Payments of stipulated penalties shall be accompanied by a transmittal letter that identifies the Consent Decree, the Civil Action Number, and the Department of Justice case number 90-5-2-1-2084.

31. Should the Company dispute its obligation to pay part or all of a stipulated penalty, it may avoid the imposition of the stipulated penalty due to the United States by placing the disputed amount demanded by the United States in a commercial escrow account pending resolution of the matter and by invoking the Dispute Resolution provisions of Paragraphs 41 through 49 within the time provided in this Paragraph for payment of stipulated penalties. If the dispute is thereafter resolved in the Company's favor, the escrowed amount plus accrued interest shall be returned to the Company; otherwise the United States shall be entitled to the escrowed amount that was determined to be due by the Court plus the interest that has accrued on such amount, with the balance, if any, returned to the Company.

32. The Company agrees that all stipulated penalties incurred pursuant to Paragraph 29 through 34 shall not be deductible by the Company or any other person for Federal, state or local taxation purposes.

33. The United States may, at its sole discretion, reduce the obligation to pay stipulated penalties.

XI. FORCE MAJEURE

34. The Company shall perform all of the requirements of the Consent Decree in accordance with the time schedules established by the Consent Decree except to the extent, and for the period of time, that such performance is prevented or delayed by events which constitute a force majeure.

35. For the purposes of the Consent Decree, a force majeure is defined as any event arising from causes beyond the control of the Company or the control of any entity controlled by the Company, including its consultants and contractors, which delays or prevents the performance of any obligation under the Consent Decree. Changed financial circumstances, unanticipated or increased costs of performance, or normal inclement weather shall not be considered events beyond the control of the Company or its contractors and agents for purposes of determining whether an event is a force majeure. Failure to apply for a required permit or approval, or to provide in a timely manner all information required to obtain a permit or approval, necessary to meet the requirements of the Consent Decree are not force majeure events.

36. When an event occurs or has occurred that may delay or prevent the performance of any obligation under the Consent Decree and which the Company believes is a force majeure event, the Company shall provide written notification to EPA within thirty (30) days of the date that the Company first knew, or should have known, by the exercise of due diligence, of the commencement of such event. The written notification shall describe in detail the: i) event that may delay or prevent performance; ii) reasons for the delay, including why the delay is beyond the control of the Company, its contractors, and agents; iii) the anticipated duration of the delay;

iv) actions taken or to be taken to prevent or minimize the delay; and v) schedule for implementation of any measures to be taken to mitigate the effect of the delay.

37. If EPA finds that a delay in performance is, or was caused by a force majeure event, it shall extend the time for performance, in writing, for a period to compensate for the delay resulting from such event and stipulated penalties shall not be due for such period. An extension of one compliance date based on a particular event will result in an extension of a subsequent compliance date or dates where the Company can affirmatively demonstrate that the Company's ability to comply with such subsequent date or dates was directly and necessarily affected by the force majeure event.

38. If the parties are unable to agree whether the Company's failure to comply or a delay in compliance with a provision of this Consent Decree was caused by circumstances beyond the control of the Company and any entity controlled by the Company, including the Company's consultants and contractors, or on the number of days of noncompliance that were caused by such circumstances, the matter may be resolved pursuant to the Dispute Resolution provisions of this Consent Decree at Paragraphs 41 through 49. In proceedings on any dispute regarding a delay in performance, the Dispute Resolution provisions of this Consent Decree shall apply, and the Company shall have the burden of proving that the delay is, or was, caused by a force majeure event, and that the amount of additional time requested is necessary to compensate for that event. The Company shall adopt all reasonable measures to avoid or minimize any delay caused by a force majeure.

39. Compliance with a requirement of the Consent Decree shall not by itself constitute compliance with any other requirement. Except as noted in Paragraph 37, an extension of one compliance date based on a particular event shall not automatically extend another compliance date or dates. The Company shall make an individual showing of proof regarding the cause of each delayed incremental step or other requirement for which an extension is sought. The Company may petition for the extension of more than one compliance date in a single request.

40. Failure of the Company to comply with the force majeure notice requirements set forth in Paragraph 36 in connection with any delay in performance shall render Section XI voidable by the United States as to the specific event for which the Company has failed to comply with such notice requirement, and, if voided, it shall be of no effect as to the particular event involved.

XII. RETENTION OF JURISDICTION/DISPUTE RESOLUTION

41. This Court shall retain jurisdiction of this matter for the purposes of implementing and enforcing the terms and conditions of the Consent Decree and for the purpose of adjudicating all disputes among the Parties that may arise under the provisions of the Consent Decree, and until the Consent Decree terminates in accordance with Paragraph 78 (Termination).

42. Any dispute that arises with respect to the meaning, application, implementation, interpretation, amendment or modification of the Consent Decree, or with respect to the Company's compliance herewith or any delay hereunder, the resolution of which is not expressly provided for in the Consent Decree, shall in the first instance be the subject of informal good faith negotiations. If any party believes it has a dispute with any other party, it shall notify the other party in writing, setting forth the matter(s) in dispute. Notice under this Section XII shall be made in accordance with Paragraph 75 (Form of Notice).

43. The notice shall describe the nature of the dispute, and shall state the noticing party's position with regard to such dispute. The party receiving such a notice shall acknowledge receipt of the notice and the parties shall expeditiously schedule a meeting to discuss the dispute informally in accordance with Paragraph 42 not later than fourteen (14) days from the receipt of such notice. Such period of informal negotiations shall not extend beyond thirty (30) calendar days from the date of the first meeting between representatives of the United States and the Company, unless the parties' representatives agree to extend this period.

44. In the event that the parties are unable to reach agreement during the informal negotiation period, the Parties shall provide each other with a written summary of their respective positions regarding the dispute.

45. If the dispute cannot be resolved by the Parties within thirty (30) days from receipt of such written summaries required in Paragraph 44, then the Company shall comply with the position of the United States unless the Company files a petition with the Court for resolution of the dispute within thirty (30) days of its receipt of the United States' position. The petition shall set forth the nature of the dispute with a proposal for its resolution. The United States may, within thirty (30) days of receipt of this petition, file a response with an alternate proposal for resolution. In any such dispute, the Company shall have the burden of proof.

46. Where the nature of the dispute is such that a more timely resolution of the issue is required, the time periods set out in this Section may be shortened upon motion of one of the parties to the dispute.

47. Notwithstanding any other provision of this Consent Decree, in dispute resolution, this Court shall not draw any inferences nor establish any presumptions adverse to either party as a result of invocation of Paragraphs 41 through 49 or the parties' inability to reach agreement.

48. Submission of any matter to the Court for resolution shall not extend any of the deadlines set forth in the Consent Decree, unless the Parties agree to such extension in writing or the Court allows the extension upon motion.

49. The procedures established by Paragraphs 41 through 49 of this Consent Decree shall be the exclusive mechanism for resolving disputes between the Parties relating to the Consent Decree and any obligations performed thereunder.

XIII. SITE ACCESS

50. Until termination of this Consent Decree as regards the provisions of this Consent Decree, EPA, its employees and authorized agents (including contractors and subcontractors), shall have access to the Six Plants, at all reasonable times for the purposes of inspecting, investigating or verifying compliance with the terms of this Consent Decree.

51. Paragraph 50 in no way expands (except for purposes of enforcing and/or monitoring the terms and conditions of this Consent Decree) or limits any right of inspection and/or entry available to EPA pursuant to applicable federal or state laws, regulations, or permits, and shall

not constitute a waiver of any claim of attorney-client privilege or attorney-work product that the Company may assert with regard to documents or recordings at the Facility.

XIV. EFFECT OF SETTLEMENT

52. A. Entry of this Consent Decree shall resolve, and shall serve as a release from, all civil liability of the Company and its officers, directors and employees to the United States for the violations of the statutory and regulatory requirements identified in Paragraphs XIV.52.B through L, with respect to the specified sources and facilities, and for the specified time periods.

B. With respect to the Axis Facility, for the time period up to and including May 23, 1997; the Calvert City Facility for the time period up to and including September 27, 1996; the Carrollton Facility for the time period up to and including August 30, 1996; the Piffard Facility, for the time period up to and including August 16, 1996; the Houston Facility, for the time period up to and including September 18, 1997: the NSPS regulations promulgated pursuant to Section 111 of the CAA, 42 U.S.C. § 7411, and codified at 40 C.F.R. Part 60, Subpart A ("NSPS General Provisions"); at 40 C.F.R. Part 60, Subpart III ("Standards of Performance for Volatile Organic Compound (VOC) Emissions from the Synthetic Organic Chemical Manufacturing Industry (SOCMI) Air Oxidation Unit Processes"); at 40 C.F.R. Part 60; Subpart D_c ("Standards of Performance for Small Industrial-Commercial-Institutional Steam Generating Units"); at 40 C.F.R. Part 60, Subpart NNN ("Standards of Performance for Volatile Organic Compound (VOC) Emissions from Synthetic Organic Chemical Manufacturing Industry (SOCMI) Distillation Operations"); at 40 C.F.R. Part 60, Subpart RRR ("Standards of Performance for Volatile Organic Compound (VOC) Emissions from Synthetic Organic Chemical Manufacturing Industry (SOCMI) Reactor Processes"); at 40 C.F.R. Part 60, Subpart Kb ("Standards of Performance for Volatile Organic Liquid Storage Vessels"); and at 40 C.F. R. Part 60, Subpart VV ("Standards of Performance for Equipment Leaks of VOC in Synthetic Organic Chemical Manufacturing Industry (SOCMI)").

C. With respect to the Houston Facility -- 080 Unit, 190 Unit, 191 Unit, 192 Unit and SRU -- for the time period up to and including September 18, 1997: the NSPS regulations

promulgated pursuant to Section 111 of the CAA, 42 U.S.C. § 7411, and codified at 40 C.F.R. Part 60, Subpart J ("Standards of Performance for Refineries").

D. With respect to the Beaumont Facility -- H₂S Plant, Beaumont I Production Unit, Beaumont II Production Unit, for the time period up to and including April 13, 1995: the NSPS regulations promulgated pursuant to Section 111 of the CAA, 42 U.S.C. § 7411, and codified at 40 C.F.R. Part 60, Subpart A ("NSPS General Provisions"); at 40 C.F.R. Part 60, Subpart III ("Standards of Performance for Volatile Organic Compound (VOC) Emissions from the Synthetic Organic Chemical Manufacturing Industry (SOCMI) Air Oxidation Unit Processes"); 40 C.F.R. Part 60, Subpart VV ("Standards of Performance for Equipment Leaks of VOC in the Synthetic Organic Chemical Manufacturing Industry (SOCMI)"); and in addition, the regulation set forth at Section 116.5 of the federally enforceable Texas State Implementation Plan, 40 C.F.R. Part 52, Subpart SS (the Texas SIP).

E. With respect to the Axis Facility -- 200/300 Area Units, TGA Process, IM Units -- viz., Dryer "A", Metablen I, Metablen II, and Dryer 'B', for the time period up to and including the Date of Entry of the Decree; the Calvert City Facility -- Kynar Plant, Monomer Plant, Polymer Plant, K-98 Plant, K-97 Plant, K-71 Plant, F-134a Plant, for the time period up to and including the Date of Entry of the Decree; the Carrollton Facility -- Buildings 03, 06, 29, 32, 33, 38, 39, 46, 48, for the time period up to and including the Date of Entry of the Decree; the Piffard Facility -- Building 8/9, Building 21, Building 23, Building 35 and Building 37, for the time period up to and including August 16, 1996; and the Houston Facility -- 080 Unit, 190 Unit, 191 Unit, 192 Unit and SRU -- for the time period up to and including September 18, 1997: the PSD requirements at Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470-7492, and the federal PSD regulations promulgated thereunder at 40 C.F.R. Parts 51 and 52.

F. With respect to the Axis Facility's 200/300 Area Units, TGA Process, IM Units -- viz., Dryer "A", Metablen I, Metablen II, and Dryer 'B' -- up to and including the Date of Entry of the Decree: the federally enforceable State of Alabama regulations approved and promulgated under Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470-7492 at 40 C.F.R. Part 52, Subpart B (the

Alabama SIP); the "Plan Requirements for Non-attainment Areas" at Part D of Subchapter I of the CAA, 42 U.S.C. §§ 7501-7515, and the federal regulations promulgated thereunder at 40 C.F.R. §§ 51.165 (a) and (b); the federally enforceable State of Alabama regulations promulgated thereunder at 40 C.F.R. Part 52, Subpart B (the Alabama SIP); and the permit requirements federally enforceable under 40 C.F.R. Part 52, Subpart B (the Alabama SIP).

G. With respect to the Calvert City Facility – Kynar Plant, Monomer Plant, Polymer Plant, K-98 Plant, K-97 Plant, K-71 Plant, F-134a Plant, and with respect to the Carrollton Facility – Buildings 03, 06, 29, 32, 33, 38, 39, 46, 48, and up to and including the Date of Entry of the Decree: the federally enforceable Commonwealth of Kentucky regulations approved and promulgated under Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470-7492, at 40 C.F.R. Part 52, Subpart S (the Kentucky SIP); and the permit requirements federally enforceable under 40 C.F.R. Part 52, Subpart S (the Kentucky SIP).

H. With respect to the Piffard Facility – Building 8/9, Building 21, Building 23, Building 35 and Building 37– up to and including August 16, 1996: the federally enforceable State of New York regulations approved and promulgated under Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470-7492, at 40 C.F.R. Part 52, Subpart HH (the New York SIP); and the permit requirements federally enforceable under 40 C.F.R. Part 52, Subpart HH (the New York SIP).

I. With respect to the Houston Facility -- 080 Unit, 190 Unit, 191 Unit, 192 Unit and SRU, up to and including September 18, 1997: the federally enforceable State of Texas regulations approved and promulgated under Part C of Subchapter I of the CAA, 42 U.S.C. §§ 7470-7492, at 40 C.F.R. Part 52, Subpart SS (the Texas SIP); the "Plan Requirements for Non-attainment Areas" at Part D of Subchapter I of the CAA, 42 U.S.C. §§ 7501-7515, and the federally enforceable regulations promulgated thereunder at 40 C.F.R. § 51.165 (a) and (b), Part 51, Subpart S; and at 40 C.F.R. Part 52, Subpart SS (the Texas SIP); and the permit requirements federally enforceable under 40 C.F.R. Part 52, Subpart SS (the Texas SIP).

J. With respect to the Axis Facility, the Calvert City Facility, the Carrollton Facility, the Houston Facility, and the Piffard Facility, and up to and including March 28, 2000, Sections 304,

312, and 313 of the Emergency Planning and Community Right-to-Know Act ("EPCRA"), 42 U.S.C. §§ 11004, 11022, 11023; and Section 103(a) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), including the requirements of any implementing regulations thereunder.

K. **Clean Water Act:** With respect to the Axis Facility, the Calvert City Facility, the Carrollton Facility, the Piffard Facility, and the Houston Facility, and up to and including September 1999 for the Axis Facility, December 1999 for the Calvert City Facility, November 1999 for the Carrollton Facility, November 1998 for the Houston Facility, and March 2000 for the Piffard Facility, Sections 301 and 402 of the Clean Water Act, 33 U.S.C. §§ 1311 and 1342, including the requirements of any implementing regulations thereunder.

L. **RCRA:** With respect to the Axis Facility, up to and including May 23, 1997; the Calvert City Facility, up to and including February 25, 1999; the Carrollton Facility, up to and including July 22, 1998; the Houston Facility, up to and including September 18, 1997; and the Piffard Facility, up to and including August 16, 1996: Sections 3002, 3004, 3005, and 3008, 42 U.S.C. §§ 6922, 6924, 6925 and 6928, including the requirements of any implementing regulations, except that there is no release for corrective action required under Sections 3004(u) and (v) and Section 3008(h), 42 U.S.C. §§ 6924(u), 6924(v) and 6928(h), including the requirements of any implementing regulations thereunder.

53. **Reservation Re: NSPS Applicability:** Nothing in this Consent Decree shall affect the status of any emissions unit as an "affected facility" under the NSPS. Any emissions unit that is modified or re-constructed after the Date of Entry of the Consent Decree and therefore qualifies as an "affected facility" under 40 C.F.R. §§ 60.14 and 60.15, respectively, will be considered an "affected facility" for purposes of NSPS.

54. **Imminent and Substantial Endangerment:** Nothing in this Consent Decree shall be construed to limit the authority of the United States to undertake any action against any person, including the Company, to abate or correct conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

55. The release from liability set forth in this Consent Decree is conditioned upon the complete and satisfactory performance by the Company of its obligations under this Consent Decree.

56. The Company agrees not to assert any claims or causes of action against the United States, including any department, agency or instrumentality of the United States, with respect to the violations alleged in the complaint and the commitments it has made in this Decree. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, penalties, recovery of response costs, or other appropriate relief relating to any ATOFINA Chemicals facility, the Company shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case.

XV. NOT A PERMIT/COMPLIANCE WITH OTHER STATUTES/REGULATIONS

57. This Consent Decree is not intended to be nor shall it be construed as a permit. This Consent Decree does not relieve the Company of any obligation to obtain and comply with any local, state, or Federal permits. The Company, therefore, shall obtain or cause its representatives to obtain all permits and approvals necessary under applicable local, state, and Federal laws and regulations and shall otherwise comply with all applicable local, state, and Federal requirements.

58. Except as expressly provided in this Decree, compliance by the Company with the terms of this Decree shall not relieve the Company of its obligations to comply with the Environmental Statutes or any other applicable local, state or federal laws and regulations.

59. The Consent Decree in no way affects or relieves the Company of any responsibility to comply with any federal, state, or local laws or regulations.

60. Emission Reductions and Netting Credits

A. General Principles

This Paragraph sets forth the exclusive process for generating and using VOC or ODS emissions reductions required by this Decree as credits for PSD netting and non-attainment new

source review ("NSR") netting. The provisions of this Paragraph are for purposes of this settlement and Consent Decree only and, except as hereinafter provided, may not be used or relied upon by the Company or any other entity, for any purpose other than as set forth herein. Except as provided in this Paragraph, the Company will neither generate nor use any VOC emission reductions resulting from any projects implemented pursuant to this Consent Decree as netting credits in any PSD, non-attainment NSR and/or minor NSR permit or permit proceeding. The Company will neither generate nor use ODS emission reductions resulting from any projects implemented pursuant to this Consent Decree as netting credits in any PSD, non-attainment NSR and/or minor NSR permit or permit proceeding. However, nothing in this Paragraph of the Consent Decree shall be construed to limit the generation and use of emissions credits achieved from projects not implemented pursuant to the Consent Decree (including F-141(b) Load Out procedures described in Paragraph 14.A.3, the installation of the S.21 Nitrogen System, and the Chiller/Condenser System described in Paragraphs 17.A.1.a and 17.A.1.b), as well as reductions of any pollutant other than VOCs or ODS at any source. Such emission reductions are outside the scope of this Paragraph and may be used, if otherwise eligible, for netting and offset credit in determining PSD/NSR applicability, as implemented by the appropriate permitting authority. Furthermore, nothing in this Paragraph is intended to obviate the Company's obligation to comply with 40 C.F.R. Parts 51 and 52, (or 40 C.F.R. §§ 51.165 and 52.21), including rules pertaining to PSD and non-attainment NSR, or to comply with any relevant SIP approved PSD or non-attainment NSR program.

B. Generating VOC Emission Credits

1. For purposes of this Consent Decree, emissions credits for PSD and non-attainment NSR netting may be generated only by a unit which is a "netting generating unit" as defined in Paragraph B.2, below.

2. For purposes of this Consent Decree, the term "netting generating unit" shall mean the emission units to be controlled by the Thermal Oxidizer System at Buildings B29, B32, B39, B33, B38, B03, B46, B48, and B06 at the Carrollton Facility, described in Paragraph 17.A.2.

upon a showing that the Company has implemented the measures described in Paragraph 17.A.2, and demonstrated the minimum destruction efficiency required by Paragraph 17.A.2.b.

3. Emissions reduction credits generated by each netting generating unit shall be the difference between such unit's baseline actual emissions for a representative two year period prior to implementation of the controls required by this Consent Decree, and its future potential emissions, as determined by the appropriate permitting authority, after installation of the controls required under this Decree, as limited by the percentages expressed and the limitations on use set forth in Paragraph 60.C.

4. To be applied or used under this Paragraph, the limitations on the use of netting credits generated under this Paragraph shall be incorporated into a federally-enforceable permit for that source. Such emissions reductions, as limited under Paragraph 60.C, are creditable for five years from their date of generation and shall survive the termination of this Consent Decree.

C. Using VOC Emission Credits and Reporting

1. For purposes of using VOC emissions reduction credits generated consistent with Paragraph 60.B, the Company may only use emission reductions achieved from controls in excess of an 85% destruction efficiency at the Thermal Oxidizer. Notwithstanding the foregoing, the Company may use no more than 10% of the emissions reductions as credits generated.

2. The Company will submit to EPA annual reports regarding the generation and use of emission reduction credits under this Paragraph 60. The first such report will be submitted on or before July 31, 2002. Successive reports will be submitted on or before July 31 of each year. Each such report shall contain the following information for each Facility subject to the provisions of this Paragraph 60 on a cumulative basis:

a. The quantity of credits generated since the Date of Entry of the Consent Decree and the emission unit(s) generating such credits, the date on which those credits were generated, and the basis for determining the amount of such credits;

b. The quantity of credits used since the Date of Entry of the Consent Decree and the construction projects to which those credits were applied; and

c. To the extent known at the time the report is submitted, the additional construction projects to which credits will be applied in the future and the estimated amount of such credits that will be used for each such construction project.

XVI. FAILURE OF COMPLIANCE

61. Notwithstanding EPA's review or approval by the United States of any plans, reports, policies or procedures formulated pursuant to the Consent Decree, the Company shall remain solely responsible for compliance with the terms of the Consent Decree, all applicable permits, the Environmental Statutes and all applicable state and federal regulations.

XVII. NON-WAIVER PROVISIONS

62. Except as specifically provided herein, this Consent Decree does not limit the United States' right to obtain civil penalties or injunctive relief or other remedy available to it under the Environmental Statutes or other Federal or state laws or regulations.

63. The Parties agree that the Company is responsible for achieving and maintaining complete compliance with all applicable federal and state laws, regulations, and permits, and that compliance with the Consent Decree shall be no defense to any actions commenced pursuant to said laws, regulations, or permits, except as otherwise expressly specified in the Consent Decree.

64. The Consent Decree does not limit or affect the rights of the Company or the United States as against any third parties which are not Parties to the Consent Decree. The Parties recognize that the Consent Decree resolves only matters between the United States and the Company and that its execution does not preclude the Company from asserting any legal or factual position in any action brought against the Company by any person or entity not a party to the Consent Decree. The Parties reserve any and all legal and equitable remedies available to enforce the provisions of the Consent Decree.

XVIII. MISCELLANEOUS PROVISIONS

65. The Consent Decree shall not limit any authority of EPA under any applicable statute, including the authority to seek information from the Company or to seek access to the property of the Company, nor shall anything in the Consent Decree be construed to limit the

authority of the United States to undertake any action against any person, including the Company, in response to conditions that may present an imminent and substantial endangerment to the environment or to the public health or welfare.

66. It is the intent of the Parties hereto that the clauses hereof are severable, and should any clause(s) be declared by a court of competent jurisdiction to be invalid and unenforceable, the remaining clauses shall remain in full force and effect.

67. Neither the Consent Decree nor the actions taken hereunder shall constitute an admission by the Company for any wrongdoing regarding any of the matters referenced in the Consent Decree.

68. The Company hereby agrees to accept service of process by mail with respect to all matters arising under or relating to the Consent Decree and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons. The Company shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process with respect to all matters arising under or relating to the Consent Decree.

69. If the date for submission of any report, item, application or notification required pursuant to this Consent Decree falls upon a weekend or a Federal or State holiday, the time period for submission of that report, item, application or notification shall be extended to the next Working Day following the weekend or holiday.

70. No later than one hundred twenty (120) days from the Date of Entry, the United States shall obtain from the offices of any engineer, consultant or contractor retained in connection with any portion of the Government's inspections and investigations at the Six Plants all Confidential Business Information submitted to the United States by the Company. No later than one hundred eighty (180) days from the Date of Entry, the United States will make suitable arrangements to destroy or return to the Company all Confidential Business Information materials, records and documents submitted by the Company to the United States during the

course of the government's inspections and investigations at the Six Plants and now located at any government offices and/or the offices of any engineer, consultant or contractor retained in connection with any portion of the inspections and investigations, except for such Confidential Business Information materials, records, and documents that are currently or that will be maintained by the United States as part of the United States' enforcement files related to the subject-matter of this Consent Decree. If the United States chooses to destroy rather than return the Confidential Business Information, then the United States will provide to the Company a certification of destruction of the materials.

XIX. CONTINUING JURISDICTION

71. Until termination of this Consent Decree, the Court retains jurisdiction of this case after entry of this Consent Decree to enforce compliance with the terms and conditions of this Consent Decree and to take any action necessary or appropriate for its interpretation, construction, execution, or modification. During the term of this Consent Decree, any party may apply to the Court for any relief necessary to construe or effectuate the Consent Decree as provided in the Dispute Resolution provisions of this Consent Decree.

XX. COSTS OF SUIT

72. Each party shall bear its own costs and attorney's fees with respect to matters related to the Consent Decree.

XXI. CERTIFICATION OF SUBMISSIONS

73. The Company shall maintain copies of any underlying research and data in its possession, custody or control for any and all documents, reports, or permit applications submitted to EPA and/or any state agency pursuant to the Consent Decree until its termination. The Company shall require any primary contractor implementing the Consent Decree to also retain such materials until the termination of the Consent Decree. The Company shall submit such supporting documents to EPA upon request. In all notices, documents or reports submitted to the United States pursuant to the Consent Decree, the Company shall, by a responsible official, sign and certify such notices, documents and reports as follows:

I certify under penalty of law that this [submission/document] and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. I certify that the information contained in or accompanying this [submission/document] is true, accurate, and complete to the best of my knowledge, information, and belief or to the best of the knowledge, information and belief of the person[s] preparing this [submission/document], for which person[s] I have supervisory responsibility.

74. A "responsible official" for purposes of the certification required by Paragraph means a president, secretary, treasurer, vice-president, director of manufacturing or plant manager of the Company, or any person who performs similar policy or decision-making functions for the Company with respect to environmental matters.

XXII. FORM OF NOTICE

75. Except as specified otherwise, all written notices, reports or other written communications required in accordance with the terms of the Consent Decree shall be sent to the Parties as specified below:

United States or Department of Justice (DOJ):

Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044
DOJ Case No. 90-5-2-1-2084

United States Environmental Protection Agency (EPA):

Director
Multimedia Enforcement Division (2248-A)
U.S. EPA
1200 Pennsylvania Ave. N.W.
Washington, D.C. 20460

ATOFINA Chemicals, Inc.:

Vice President
Health, Environment & Safety
ATOFINA Chemicals, Inc.
2000 Market Street
Philadelphia, PA 19103

General Counsel
ATOFINA Chemicals, Inc.
2000 Market Street
Philadelphia, PA 19103

Any party may change the address to which notices shall be sent by notifying all Parties in writing at the above addresses.

XXIII. MODIFICATION

76. The Consent Decree contains the entire agreement of the Parties and shall not be modified by any prior oral or written agreement, representation or understanding. Prior drafts of the Consent Decree shall not be used in any action involving the interpretation or enforcement of the Consent Decree. The Consent Decree may not be amended or modified except by written order of this Court, except to change the identity or address of persons receiving notification in accordance with Paragraph 75 (Form of Notice). Any modification of the Consent Decree by the Parties shall be in writing and approved by the Court before it will be deemed effective.

XXIV. PUBLIC NOTICE AND COMMENT

77. The Parties agree to the Consent Decree and agree that the Consent Decree may be entered upon compliance with the public notice procedures set forth at 28 C.F.R. § 50.7, and upon notice to this Court from the U.S. Department of Justice requesting entry of the Consent Decree. The United States reserves the right to withdraw or withhold its consent to the Consent Decree if public comments disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate.

XXV. TERMINATION

78. The Consent Decree shall terminate upon motion of the United States to the Court after each of the following has occurred:

A. The Company has achieved and maintained compliance with all provisions contained in the Consent Decree;

B. The Company has paid the civil penalty and any stipulated penalties due hereunder and no penalties or other monetary obligations due hereunder are outstanding or owed to the United States;

C. The Company has certified to the Court and the United States that it has fully complied with this Consent Decree, and has met the conditions specified in Paragraph 78.A and B, above; however,

D. If the United States does not object in writing within sixty (60) days of the receipt of the certification required by Paragraph 78.C, the Court may upon the Company's motion order that the Consent Decree be terminated. If the United States objects within sixty (60) days of receipt of the certification required by Paragraph 78.C, then the matter shall be subject to dispute resolution as provided in this Consent Decree. In such case, the Company shall bear the burden of proving that the Consent Decree should be terminated.

XXVI. SIGNATORIES

79. The undersigned representatives of the parties certify that such representatives are fully authorized to execute their respective signature pages, enter into the terms and conditions of the Consent Decree, and legally bind their respective organizations to the terms and conditions of the Consent Decree.

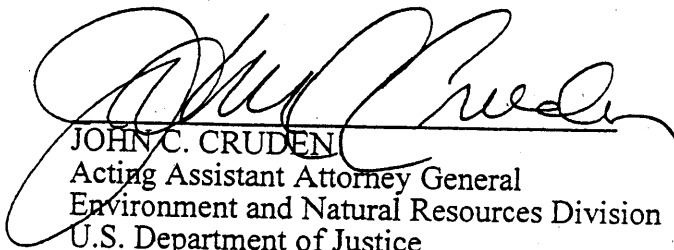
Dated and entered this 5th day of August, 2007


UNITED STATES DISTRICT JUDGE

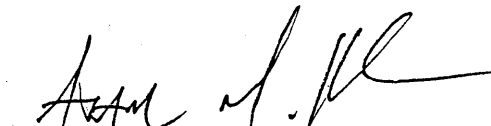
WE HEREBY CONSENT to the entry of the Consent Decree in United States v. ATOFINA Chemicals, Inc., Civil No. _____, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

Date: 12-19-01



JOHN C. CRUDEN
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, DC 20530

Date: 12/26/01

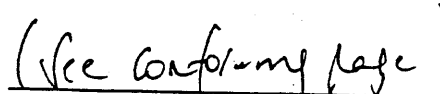

ADAM M. KUSHNER
ROBERT M. KAPLAN
Senior Counsels
Environmental Enforcement Section
Environment and Natural Resources Division

PATRICK L. MEEHAN
United States Attorney

By:


SUSAN SHINKMAN
Assistant United States Attorney
United States Attorney's Office for the
Eastern District of Pennsylvania
615 Chestnut Street, Suite 1250
Philadelphia, PA 19106
215-861-8331

Date: _____


SYLVIA LOWRANCE
Acting Assistant Administrator for Enforcement and
Compliance Assurance
United States Environmental Protection Agency
Washington, DC

WE HEREBY CONSENT to the entry of the Consent Decree in United States v. ATOFINA Chemicals, Inc., Civil No. _____, subject to the public notice and comment requirements of 28 C.F.R. § 50.7.

FOR PLAINTIFF THE UNITED STATES OF AMERICA:

Date: _____

JOHN C. CRUDEN
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
10th & Pennsylvania Avenue, N.W.
Washington, DC 20530

Date: _____

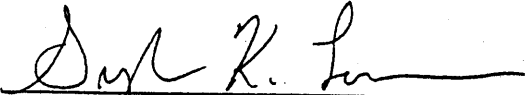
ADAM M. KUSHNER
ROBERT M. KAPLAN
Senior Counsels
Environmental Enforcement Section
Environment and Natural Resources Division

PATRICK L. MEEHAN
United States Attorney

By:

SUSAN SHINKMAN
Assistant United States Attorney
United States Attorney's Office for the
Eastern District of Pennsylvania
615 Chestnut Street, Suite 1250
Philadelphia, PA 19106
215-861-8331

Date: 12/13/01

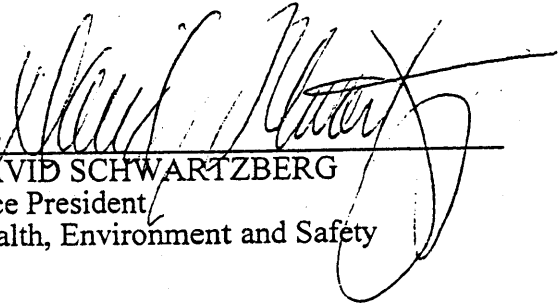


SYLVIA LOWRANCE
Acting Assistant Administrator for Enforcement and
Compliance Assurance
United States Environmental Protection Agency
Washington, DC

WE HEREBY CONSENT to the entry of the Consent Decree in United States v.
ATOFINA Chemicals, Inc., Civil No. _____, subject to the public notice and comment
requirements of 28 C.F.R. § 50.7.

FOR DEFENDANT, ATOFINA Chemicals, Inc.:

11/20/01
Date



DAVID SCHWARTZBERG
Vice President
Health, Environment and Safety

Agent Authorized to Accept Service on Behalf of Above-signed Parties:

Name: CT Corporation
Address: Registered Office
1515 Market Street
c/o C T Corporation System
Philadelphia, PA 19102

EXECUTIVE CORRESPONDENCE

**DO NOT WRITE ON THIS COVER AS IT IS INTENDED FOR RE-USE
RETURN IT WITH THE FILE COPIES TO ORIGINATING OFFICE**

Appendix A

Supplemental Environmental Project - Axis, Alabama

Project Description: The Supplemental Environmental Project will remediate a mile long section of Montlimar Canal between Michael Boulevard and Airport Boulevard in Mobile, Alabama. In addition a greenway, a hike, bike and exercise trail will be developed along the western bank of this section of Montlimar Canal. This will include plantings of shrubs and trees to enhance the area and reduce the potential for erosion. The trail will include environmental education stations along the route that will focus on the relationship of urban water quality and the resultant water quality of Mobile Bay. These educational stations will promote the activities that every person can undertake to improve the water quality of the tributaries and, as a result, the water quality of the Mobile Bay. These educational stations will be developed with the assistance of local educational organizations as well as the community groups, such as the Dog River Clearwater Revival, who have an active interest in the improvement and protection of the water quality in the area. There has been considerable community input into this project, which will continue throughout the project design and construction. Mr. David Yeager, Director of the Mobile Bay National Estuary Program, has been active in the development of this project and has provided the link to the Dog River Clearwater Revival. (See attached letters from various community organizations.) The primary focus of the work and materials used in the project is pollution prevention, environmental quality and sustainability.

Montlimar Canal is part of the drainage area that drains the northwestern area of Mobile, Alabama and is a tributary to the Dog River which empties into Mobile Bay. ATOFINA Chemicals Inc.'s Axis Plant is located north of the City of Mobile, and discharges treated industrial waste water, in compliance with an approved NPDES permit, to the Mobile River which is a tributary to Mobile Bay. Thus, there is a direct nexus between the Axis Plant and the Montlimar Canal Project. In addition, the Axis Plant and the Montlimar Canal Project are both located in the same Air Quality Region. (See Map for the relationships between the Montlimar Canal Project and the Axis Plant.) Mobile Bay is part of the National Estuary Program, established by EPA pursuant to the Water Quality Act of 1987. This National Estuary Program has designated Mobile Bay as one of the 28 estuaries to receive funding and attention because of its national significance in terms of natural resources, size and cultural importance. Recent studies, conducted under the direction of the Mobile Bay National Estuary Program, have highlighted the major role urban runoff and non point source pollution have played in the decline in water quality in Mobile Bay. This finding has highlighted the Dog River system as one in which poorly-managed development has resulted in increased deposition of sand and sediment which has contributed to the smothering of submerged aquatic vegetation and soft bottom

invertebrates. This increase in sedimentation also results in increased likelihood of flooding.

The project section of the Canal is described as an urban watershed, surrounded on its length by apartment complexes, restaurants, office buildings and commercial properties. (See Drawing No. 1 for preliminary concept site plan.) Drainage from the surrounding areas feeds the Canal along its length, contributing to erosion of the banks of the Canal. One of the major tributaries entering Montlimar Canal from the west will require some stabilization and a bridge will be constructed over the tributary to connect the greenway trail. The project will demonstrate that an urban stream can be improved and preserved while providing recreational, educational and pollution prevention opportunities.

Although the project covers only a one-mile section of the Canal, it will become the starting point for a series of "Greenway Parks" that would be developed by public and private organizations. This series of parks, announced by the Mayor of Mobile (See attached news article.), would double the acreage of parks within the City and link them with more than 50 miles of hike and bike trails. This series of parks will be developed utilizing private and government funds. The Montlimar Canal Project, however, will be fully funded and implemented by ATOFINA Chemicals, Inc. (See attached preliminary costs estimates.) ATOFINA Chemicals Inc. is not legally required to perform this project under any federal, state or local law or regulation. The action of improving this section of the Canal and the development of the greenway trails will be used as the example for the restoration and development of the rest of the proposed park system.

The Montlimar Canal Project meets the criteria for a Supplemental Environmental Project. The project will meet the goal of Pollution Prevention by preventing additional pollution of the Canal from urban runoff and drainage which have caused erosion and resultant increased sediment loading to the Canal and ultimately Mobile Bay. Total suspended loadings will be decreased. Because of the grading, the type of material to be used to construct the hike, bike and exercise trail, and the plantings, further erosion will be reduced from the bank areas of the Canal, thus meeting the goal of Pollution Reduction. The entire project will meet the goals of Environmental Restoration and Protection by restoring an urban waterway and protecting the resource from further degradation. Further, the environmental educational stations will teach and promote water quality protection and activities that individuals can undertake to protect the environment, which meets the goal of Environmental Compliance Promotion. This project will demonstrate that an urban stream can be improved and preserved while providing recreational, educational and pollution prevention opportunities.



November 20, 2000

Mr. Jon Strickland
Alabama Department of Economic and Community Affairs
401 Adams Avenue
Montgomery, AL 36103

Dear Mr. Strickland,

On behalf of the Mobile Tricentennial Board we commend Dog River Clearwater Revival for setting an outstanding example for the Mobile community through their adoption of the section of Montlimar Canal between Airport Boulevard and Montlimar Boulevard. This linear park with dedicated hike and bike trail will be the first major stage of the Master Plan of Green Spaces for the City of Mobile commissioned by the Mobile Tricentennial.

This Master Plan calls for a 100% increase in the green space for public use within the city limits. Over 50 miles of hiking and biking paths are proposed, linking existing and new park areas. The section outlined in the grant application is the first stage of a route linking to the Municipal Park trail system.

ReBloom Mobile is a consortium of groups interested in the development of green spaces, hiking and bike paths, and reestablishing Mobile as a horticultural showpiece. Members include representatives from the City of Mobile Parks and Recreation Department, the Urban Forestry Department, Keep Mobile Beautiful, Auburn Extension system, and Streetscapes. Established as a legacy project for Mobile's Tricentennial in 2002, ReBloom Mobile will act as the coordinating force behind the development of the Green Space Master Plan.

We are delighted that Dog River Clearwater Revival have initiated this grant application, and will work with them to ensure that the Montlimar section of the Montlimar to Municipal Park route is the first of many success stories in developing the Green Space Master Plan.

Sincerely,

Ann Bedsole
President, Mobile Tricentennial



We build strong kids,
strong families,
strong communities

YMCA of Metropolitan

Mobile, Inc.

PO Box 2272

Mobile, AL 36652

(334) 432-1786

BRANCHES:

Monte L. & Louise R. Moorer YMCA

101 North Water Street

Mobile, AL 36602

(334) 438-1163

Hearin-Chandler Family YMCA

951 Downtowner Blvd.

Mobile, AL 36609

(334) 344-4856

Bounds Family YMCA

8051 Whispering Pines Road

Daphne, AL 36526

(334) 626-0888

North Mobile YMCA

92 Saraland Loop

Saraland, AL 36571

(334) 679-8877

Snook Family YMCA

14255 State Highway 59

Fr. AL 36535

(334) 770-3003

PROGRAM SERVICES:

Hearin-Chandler Family YMCA

Child Development Center

951 Downtowner Blvd.

Mobile, AL 36609

(334) 380-0250

Big Brothers Big Sisters

951 Downtowner Blvd

Mobile, AL 36609

(334) 344-5590

Batchelor KYDSZONE

27080 Pollard Road

Daphne, AL 36526

(334) 626-5104



OUR MISSION: The YMCA of Metropolitan Mobile, Inc. is a charitable association dedicated to being a leader in serving the needs of citizens in Mobile, Baldwin, Clarke, and Washington coun-

The programs and services of the YMCA are upon Christian principles and are focused on enabling individuals and families to build healthy minds, bodies, and spirits and thereby developing the capability for each to achieve their fullest potential. The YMCA is open to all men, women and children of all races, ethnic origins and religions.

November 17, 2000

Mr. Jon Strickland, Program Manager

Alabama Department of Economic and Community Affairs

401 Adams Ave.

Montgomery, AL 36103

Dear Mr. Strickland:

I am writing you in response to information I received about the Dog River Clearwater Revival (DRCR). The proposal of this multi-use trail would be an asset to our community. It is our mission at the Hearin-Chandler Family YMCA to constantly strive to find ways to better our community by building strong individuals and families. I believe this happens through focusing on enabling individuals and families to build healthy minds, bodies and spirits therefore helping them to achieve their fullest potential. A few of the programs this branch offers to the community are Special Populations, Youth Sports, Summer Day Camp and Before and After School Care.

The proposal and development of this trail would enable members of the YMCA to have a safe recreational outlet easily accessible from our facility. Our property runs up to Michael Boulevard, along with many office complexes, a number of large apartment building, shopping areas and schools. Many of the individuals who live, work and/or go to school in our surrounding area along with a large population who reside in West Mobile are members of our facility. We at the Hearin-Chandler Family YMCA would proudly support the use of this trail to our members and the community. Our Association often sponsors running and bike races annually, and by having a trail that runs along waterways which provides a connection for the citizens of Mobile, would be a true service to the community.

The YMCA offers a number of programs that would benefit from the development of this trail. Our Special Populations Program daily enjoys the use of our half-mile track. The participants in this program are children and adults of all ages with mental and/or physical disabilities. I feel this trail would provide for them yet another place to go for recreations. Another program that would benefit from the proposed trail would be our Wellness Programs. Besides our members who enjoy recreational running, there are a large number of members who participate in races and take advantage of the seven to 10 running camps offered at our branch each year.

Page Two

The successful development of this trail would be an excellent recreational outlet for the people of Mobile. I believe it would also increase awareness and understanding of the impact that Dog River has on Mobile and its connections to Mobile County.

If you need further assistance in the implementation of this trail, please feel free to call me at 344-4856.

Sincerely,

A handwritten signature in cursive script that reads "Aimee Stanley". The signature is written in black ink and is positioned above the printed name and title.

Aimee Stanley,
Associate Executive Director
Hearin-Chandler Family YMCA

November 27, 2000

Mr. Jon Strickland, Program Manager
Alabama Department of Economic and Community Affairs
401 Adams Ave.
Montgomery, AL 36103

Dear Mr. Strickland,

On behalf of the Alabama Rivers Alliance I would like to express our support and enthusiasm for the Dog River Clearwater Revival's proposed recreational trail along the Montlimar Canal within the Dog River Watershed in Mobile County.

As we have discussed on prior occasions, it has been our hope at the Alliance for some time that local watershed groups like the DRCR would strive to form partnerships with municipal leaders, community businesses and state and federal agencies to pursue projects that have broad appeal to stakeholders while increasing a communities awareness of watershed values and threats. The Dog River Clearwater Revival is a clear leader in the state in striving to establish these partnerships and we are thrilled that they have submitted a proposal to ADECA for a project they have been discussing and dreaming of for years.

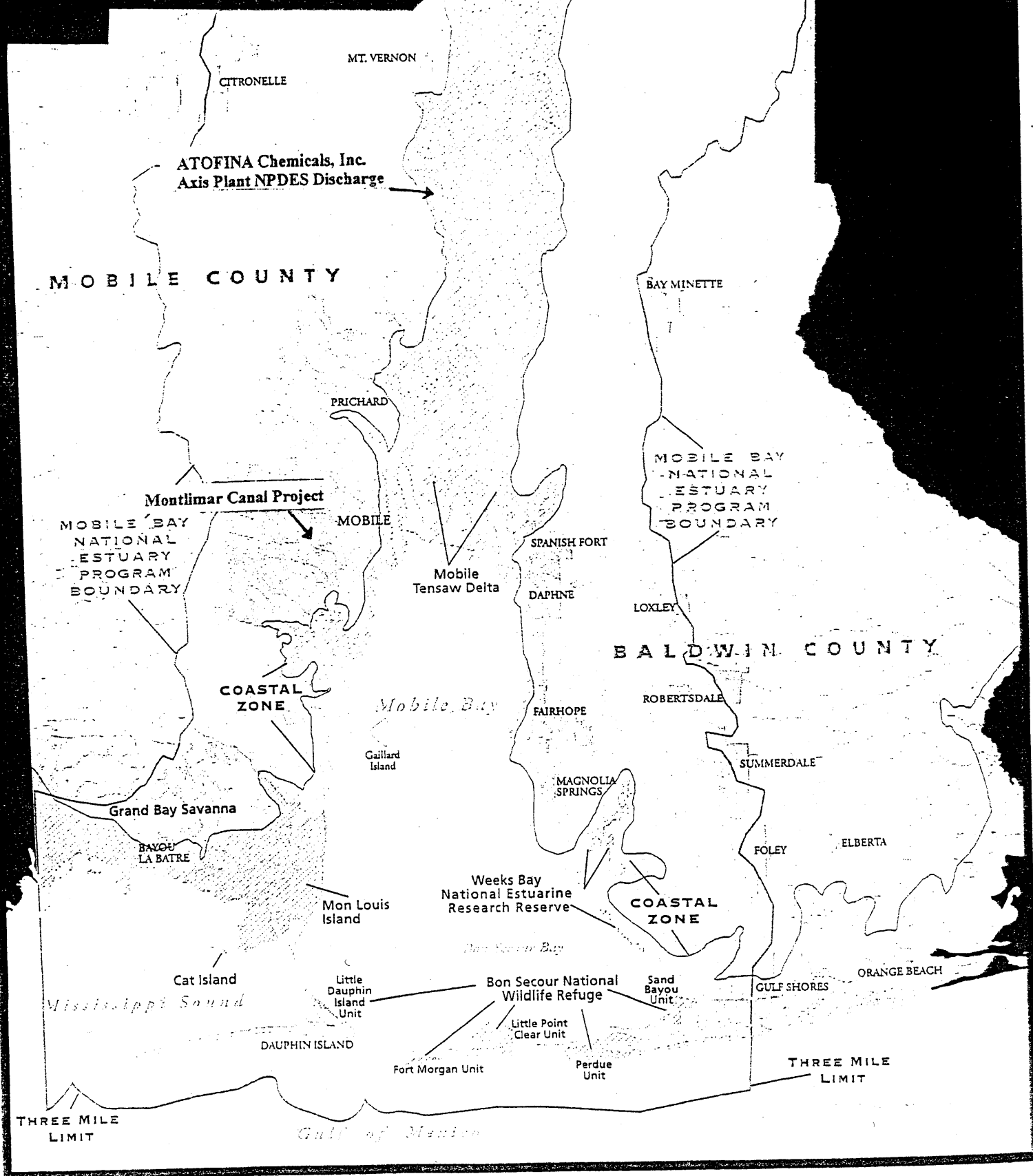
It is our belief that projects such as these, envisioned and supported by local grassroots groups have far broader benefits than simply the trails they create. They become a unifying success story for diverse stakeholders to recognize the benefits of partnering to build environmentally sustainable communities.

The Alliance expresses our full support for the DRCR's proposal and encourages ADECA to fund this important project.

Sincerely,

Justin Ellis
Watershed Leadership Director
Alabama Rivers Alliance
2027 Second Avenue North, Suite A
Birmingham, AL 35203
(205) 322-6395
1-877-862-5260 toll free
(205) 322-6397 FAX
jellis@alabamarivers.org
www.alabamarivers.org

The Mobile Bay National Estuary Program Study Area



Plan would expand, link city parks

► Proposal would double public green spaces at minimum cost, says mayor

By **BILL FINCH**
and **RON COLQUITT**
Staff Reporters

Mayor Mike Dow unveiled a new master plan Thursday for the city's public green spaces, a proposal to double

the acreage of parks within the city limits and link them through more than 50 miles of bicycle and walking trails.

The plan was commissioned by the Mobile Tricentennial Commission and its offshoot, ReBloom Mobile, and was paid for with private funds.

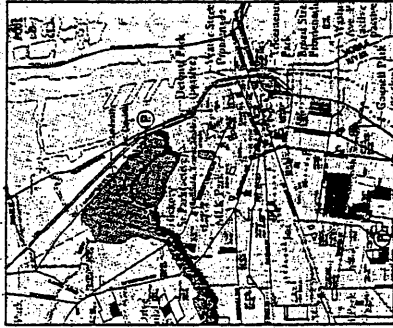
Dow said the city expects to use the plan as a blueprint for developing green space within the city over the next several decades. He pointed

to federal and private enterprise as primary finding sources for the improvements that would be needed to develop the park system.

Landscape architect Terry Plauche, who worked with landscape architect Brandon Adams to develop the plan, said he hasn't yet attached a price to the total project.

Those numbers, he said, would be available in a final

Please see *Trails* Page 4A ►



MAPPING NEW PLAN FOR PARKS

A complete map of the green-space proposal will appear in next Friday's Home & Garden section of the Register.



RON COLQUITT/Staff Photographer

A new plan that would double the acreage of parks within Mobile's city limits and link them with more than 50 miles of bicycle and walking trails was unveiled by Mayor Mike Dow, far right, at a news conference Thursday. With Dow are landscape architects Brandon Adams, left, and Terry C. Plauche, who developed the privately funded plan which the city hopes to implement fully over the next few decades.

Trails would link new city parkland

Continued from Page 1A

report that still is being developed.

Plauche added that this was no pie-in-the-sky project, as most of the land is already under public ownership and simply needs to be converted from abandoned land to useable park space.

"We have doubled the acreage of parks with very little acquisition of new property," Plauche said. "It will be especially nice since we don't have to buy land, and more of the money can be put into development."

Ann Bedsole, who chairs the Tricentennial Commission as it prepares for the city's 300th birthday in 2002, said the master plan found green space in some long-forgotten areas, including a former landfill for yard trash and construction waste along Hickory Street on the north side of town.

Plauche's plan shows ballfields, tennis courts and stables centered on the site of the landfill, a boardwalk through the surrounding wetlands and a landscaped bike and walking trail that connects the site to Langan Park via Three Mile Creek.

Perhaps the biggest addition of land will come from a partnership with the school board — in which the city will be given an opportunity to develop unused school board land as public parks for the city.

One section of the plan, for example, calls for the city to take over management of at least a portion of the Mobile County School System's Environmental Center on Girby Road. The center is on a list of programs to be cut as the school system's funding from state government is reduced.

Plauche said that if negotiations between the city and the school system can be worked out, the facility would still be available for use by the schools.

But the center and an expanded section of wooded land surrounding it also would be open to the public.

The network of parks will be interconnected with landscaped walking trails and bike paths streaming through the city, most of them installed on the city's existing rights-of-way, according to Dow and Bedsole.

Bedsole said the Tricentennial Commission already has tapped into federal money that can be used to construct a walking and bicycle trail along Mobile Bay and is investigating the possibility of federal money that could be used for reclamation of the old dump site. Private donors also have promised money for development of some of the other "linear" parks along creeks and roads.

Dow said the plan could take years to complete. But detailed planning already has begun on one of the first phases — a mile-long demonstration landscaping project that would wind through the remaining wooded areas along Montclair Creek between Cottage Hill Road and Airport Boulevard.

Plauche said he estimated costs for that portion of the project at about \$225,000, which would be paid for primarily with private and federal grants.

Dow also pointed out that the federal government may be putting millions of dollars into similar green space plans around the country, via bills such as the Conservation and Reclamation Act which already has been submitted in this year's session of Congress. Funding formulas for many of those federal dollars favor coastal states, particularly those, like Alabama, that have federal oil and gas leases offshore.

Dow said having a strategic plan, such as the green space plan unveiled Thursday, could be critical if Mobile is to claim its fair share of that money.

Mobile Montlimar Stormwater Canal Park

Rough Estimate

21-Feb-01

700 ft Module

Site Work	\$ 1,500
Plants and Labor	\$ 10,500
Bike Path (700' x 10')	\$ 24,500
Bench	\$ 500
Educational Board	\$ 2,000
Total Per Module	\$ 39,000

Total Park (4900 ft)

7 Modules	\$ 273,000
Park Sign	\$ 3,000
Bridge across canal	\$ 75,000
Landscape Design	\$ 3,000
Construction Management	\$ 30,000
Total	\$ 384,000

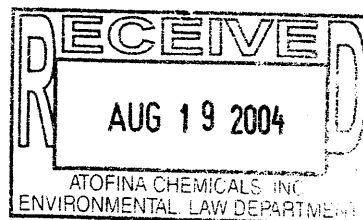
Attachment B

Amendment to Consent Decree

Between United States of America and ATOFINA
Chemicals, Inc.

GRETCHEN W. ANDERSON
ATOFINA CHEMICALS, INC.
2000 MARKET ST., 26TH FL
PHILADELPHIA PA 19103

2:01-cv-07087-NS



UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA,

Plaintiff,

ATOFINA CHEMICALS, INC.,

Defendant.

Civil Action No. 01-7087
JUDGE SHAPIRO

FILED AUG 10 2004

FIRST AMENDMENT TO CONSENT DECREE

WHEREAS, the United States of America, on behalf of the United States Environmental Protection Agency (hereinafter, "EPA"), and Defendant, ATOFINA CHEMICALS, INC., have agreed upon a First Amendment to the Consent Decree entered in the above-styled action on August 5, 2002 (the "Consent Decree");

WHEREAS, the Amendment addresses changed circumstances respecting Defendant's business arising subsequent to entry of the Decree; and

WHEREAS, the Amendment represents a reasonable response to the changed circumstances and is consistent with the environmental purposes of the Decree; and

WHEREAS, the public has been provided notice of the Proposed Amendment and no adverse comments have been received concerning the Amendment;

NOW, THEREFORE, pursuant to the agreement of the parties and for good cause shown, it is hereby ORDERED AND DECREED that the Consent Decree will be amended as follows:

ENTERED
AUG 17 2004
CLERK OF COURT

1. Paragraph 17.A.2 of the Consent Decree is hereby stricken and, in its place, the following is substituted:

" 2. The Company shall install a thermal oxidizer (TO) for control of VOCs from the point source emissions from the process vents at the following buildings: B29, B32, B39, B06, B33, B 38, B03, B46, and B48. If the Company is successful in its current efforts to eliminate the utilization of heptane in its B48 process prior to installation of the TO, the B48 process vents need not be connected to the new TO control technology. The Company may elect to terminate existing manufacturing operations at any of the specified buildings rather than control the VOC point source emissions from the building. If the Company terminates existing manufacturing operations at any of the buildings, the VOC point source emissions from those buildings will be removed from any existing air permits, and the Company will not be allowed to use any of the VOC emissions reductions as netting credits for PSD netting and non-attainment new source review netting. Provided further that, should the Company, prior to the time when the Decree has otherwise terminated, submit an air permit application to the Commonwealth of Kentucky for the purpose of permitting a resumption of manufacturing operations at any building at which it has elected, pursuant to this Paragraph, to terminate operations, the Company will connect the process vents of the affected building to the TO control technology for the control of point-source VOC emissions prior to the resumption of operations. If the Company elects to terminate operations at Building B03, it shall complete termination of the operations within four hundred sixty (460) days from commencement of construction of the TO. If the Company elects to terminate existing manufacturing operations at B29, B32, B39, B06, B33, B38, B46 or B48, it shall complete the termination of existing manufacturing operations within seven hundred thirty (730) days from commencement of construction of the TO. For purposes of

this Paragraph, the term "terminate existing manufacturing operations" shall mean to cease the manufacture of all products that are currently, or which have been, manufactured at the relevant building, the manufacturing of which generates point source emissions of VOCs from the relevant building. For purposes of this Paragraph, the term "resume manufacturing operations" shall mean to manufacture any product at a building where manufacturing operations were terminated pursuant to this Paragraph, where such manufacturing generates point source emissions of VOCs from the relevant building.

a. Fugitive emissions shall not be included in the control requirement specified in Paragraph 17.A.2. Point source emissions from process vents that emit less than 500 pounds per year of VOCs shall not be included in the control requirement specified in Paragraph 17.A.2; provided that nothing in this subparagraph shall be construed as absolving the Company of the requirement to comply with any applicable SIP provision or other state law, permit or regulation. For purposes of this Paragraph, emissions from process vents will be determined using mass balance methods, where feasible. Where use of mass balance methods is not feasible, emissions shall be determined using the methods currently employed in the existing emissions inventory system at the Carrollton facility.

b. The Company shall achieve a minimum destruction efficiency of 95% for the TO. The 95% destruction efficiency shall be maintained unless the Company is unable to do so during an event constituting a malfunction under 401 KAR 50:055. During these events, the Company shall minimize emissions to the greatest extent practicable. In the case of malfunction events, the Company shall take steps consistent with 401 KAR 50:055 to expeditiously correct the conditions causing the destruction efficiency to be less than 95%. The Company must annually record its preventative maintenance plans. To the extent practicable,

maintenance of the control technology system will be performed during times when process equipment is also shut down for routine maintenance.

c. Within one hundred eighty (180) days of the Date of Entry, the Company shall submit a permit application to the KDEP to meet the requirements of Paragraph 17.A.2. The Company shall commence construction within ninety (90) days of the date of receipt of all necessary permits. The Company shall commence operation of the control equipment and control the VOC point source emissions from the process vents at B03 within four hundred sixty (460) days from commencement of construction, and shall complete construction and commence operation of the TO for the VOC point source emissions from the process vents at B39, B29, B32, B06, B33, B38, B46 and B48 within seven hundred thirty (730) days from commencement of construction.

d. No later than thirty (30) days after the date of completion of construction of the control system required by Paragraph 17.A.2., the Company shall submit to EPA the test protocol to demonstrate compliance with the destruction efficiency specified in Paragraph 17.A.2.b. The test protocol shall identify the reference test method (and any modifications thereto) contained at 40 C.F.R. Part 60, Appendix A that will be followed during the compliance demonstration testing. No later than one hundred eighty (180) days after the completion of construction of the control system required by Paragraph 17.A.2., the Company shall complete shakedown of the control system and demonstrate compliance with the destruction efficiency specified in Paragraph 17.A.2.b."

2. Unless specifically modified herein, all other provisions of the Consent Decree shall continue to apply.

FOR THE UNITED STATES:

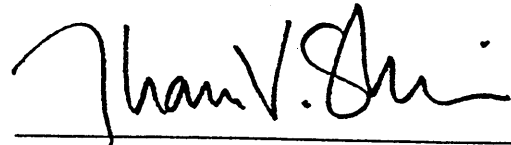
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FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY:

A handwritten signature in black ink, appearing to read "Thomas V. Skinner". The signature is written in a cursive style with a large initial "T" and "S".

THOMAS V. SKINNER
Acting Assistant Administrator
Office of Enforcement and
Compliance Assurance
U.S. Environmental Protection
Agency

Washington, D.C. 20460

FOR ATOFINA CHEMICALS, INC.:



Title: Jean-Claude Rébeille
Executive Vice President
Address: 2000 Market Street
Philadelphia, Pennsylvania 19103-3222

Entered this 16th day of August, 2004.


Norma L. Shapiro

United States District Judge

8/16/04 Faxed to: Margaret L. Hutchinson, Esq. -
Susan Shinkman, Esq.